

ADOT JPA File No.: 05-094
AG Contract No.: KR06-0114TRN
Project: Traffic Signal
Section: US 95 @Avenue D Somerton
TRACS No.: HX172 01C/01D
Budget Source Item No.: 73306 71206

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF SOMERTON

THIS AGREEMENT is entered into this date May 9th, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SOMERTON, acting by and through its MAYOR and CITY COUNCIL (the "CITY").

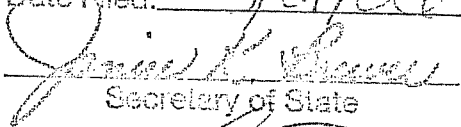

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State shall design and construct a four-way traffic signal, roadway, and roadway intersection improvements, on US 95 at Avenue D, currently estimated at \$600,000.00. The State shall provide all signal maintenance and upon completion of the project the City has agreed to fund 50% of the costs for the traffic signal installation, intersection roadway improvements and 100% of the costs for roadway improvements to Avenue D. The City, at its own expense, shall be responsible for the electrical power to operate the traffic signal, hereinafter referred to as the "Project".

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 28224
Filed with the Secretary of State
Date Filed: 5/9/06

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:

a. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, and submit same to the City as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contract(s) for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by or attributable to the State.

c. Upon completion of the Project perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the project documents and has been satisfactorily completed.

d. Upon completion of the Project, provide the maintenance for the traffic signal.

e. Invoice the City for 50% of project costs on July 1, 2007.

f. Invoice the City for the remaining 50% of actual costs for roadway improvements by July 1, 2008.

2. The City shall:

a. Designate the State as the authorized agent for the City.

b. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

c. In the event unforeseen conditions or circumstances increase the cost of said work necessitated by change in the Project's scope of work, such additional costs shall require prior approval of the State. All costs attributable to any engineering change orders requested by the City shall be the sole responsibility of the City for payment.

d. Be responsible for contractor claims for additional compensation caused by or attributable to the City.

e. Grant the State right-of-entry for construction of roadway improvements on Avenue D.

f. Upon completion of the Project by the State, the City, at its own expense, will provide electrical power to operate the traffic signal.

g. On or before July 1, 2007, reimburse the State for its proportional share (50% of project costs) of the traffic signal install and intersection roadway improvements. On or before July 1, 2008 reimburse the State (remaining 50% of actual costs) for the costs of roadway improvements for Avenue D.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effective and are incorporated herein. However, it is understood and agreed that, in the event the City fails to budget or provide for electrical power, as set forth in this Agreement, the State shall in no way be obligated to be responsible for the electrical power to the traffic signal and lighting. Either party may cancel this Agreement at any time prior to commencement of construction of the traffic signal and intersection improvements upon a thirty (30) day notice to the other party.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

City Engineer
Public Works Director
110 North State Avenue
Somerton, Arizona 85350
Phone: 928-627-8866
Fax: 928-627-3794

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

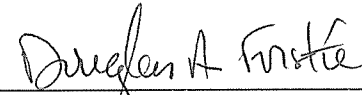
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF SOMERTON

STATE OF ARIZONA

Department of Transportation

By 
MIGUEL VILLALPANDO
Mayor

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST:

By 
CLIFF O'NEIL
City Clerk



OFFICE OF THE
MAYOR
CITY OF SOMERTON

Resolution

NO. 953

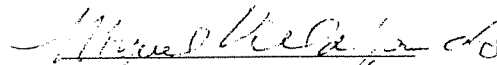
A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SOMERTON, ARIZONA AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY MANAGER TO ATTEST TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN STATE OF ARIZONA AND CITY OF SOMERTON FOR JOINT PARTICIPATION IN CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF US 95 AND AVENUE D.

WHEREAS, The city is desirous of entering into an Intergovernmental Agreement between the State of Arizona Department of Transportation and City of Somerton for Joint Participation in Construction of a Traffic Signal at the Intersection of US 95 and Avenue D.


BE IT RESOLVED, by the Common Council of the City of Somerton, Arizona as follows:

THAT, the City's Mayor is authorized to execute, and City Manager is authorized to attest to, on behalf of the City of Somerton, Arizona, that certain document entitled **"INTERGOVERNMENTAL AGREEMENT BETWEEN STATE OF ARIZONA AND CITY OF SOMERTON"**.

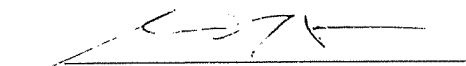
PASSED AND ADOPTED by the Common Council of the City of Somerton, Arizona this 21 day of February 2006.


Miguel Villalpando, Mayor

ATTEST:


Cliff O'Neill, City Clerk

APPROVED AS TO FORM:

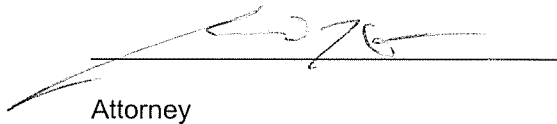

Gerald W. Hunt, City Attorney

ATTORNEY APPROVAL FORM


FOR THE CITY OF SOMERTON

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SOMERTON, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declares this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 21 day of February, 2006.



Attorney

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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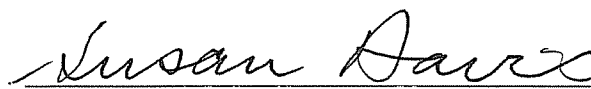
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0114TRN (**JPA 05-094**), an Agreement between public agencies, i.e., The State of Arizona and City of Somerton, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 3, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:959066
Attachment